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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s)	: Elizabeth Helen Cason	Case No:	16-73792
This plan, dated No.	ovember 10, 2016 , is:		
□	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the □confirmed or □unconfirmed Plan dated.		
	Date and Time of Modified Plan Confirming Hearing:		

The Plan provisions modified by this filing are:

Place of Modified Plan Confirmation Hearing:

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$173,322.38

Total Non-Priority Unsecured Debt: \$2,490.00

Total Priority Debt: **\$205.00**Total Secured Debt: **\$134,947.29**

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- **1. Funding of Plan.** The debtor(s) propose to pay the trustee the sum of \$347.00 Monthly for 60 months. Other payments to the Trustee are as follows: **NONE** . The total amount to be paid into the plan is \$ 20,820.00 .
- **2. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$ 5,100.00 balance due of the total fee of \$ 5,100.00 concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
Brunswick County Revenue	Taxes and certain other debts	205.00	Prorata
Dept			1 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u> -NONE-

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor Collateral Description Adeq. Protection Monthly Payment To Be Paid By

-NONE-

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- **A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately **_100**_%. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately **_0**_%.
- B. Separately classified unsecured claims.

Creditor	Basis for Classification	Treatment
-NONE-		

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- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
<u>Creditor</u>	<u>Collateral</u>	Payment	<u>Arrearage</u>	Rate	Cure Period	Payment
Ally	2011 Nissan Rogue 60,000	154.31	0.00	0%	0 months	
	miles					
Wells Fargo	4924 Portsmouth Blvd.	931.13	10,925.58	0%	36 months	Prorata
	Chesapeake, VA 23321					
	Chesapeake City County					

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
Creditor	<u>Collateral</u>	Payment	Arrearage Rate	<u>Arrearage</u>	Payment
NONE					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
<u>Creditor</u>	<u>Collateral</u>	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - A. Executory contracts and unexpired leases to be rejected. The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly Payment	Estimated
<u>Creditor</u>	Type of Contract	Arrearage	for Arrears	Cure Period
-NONE-				

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- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u> -NONE-

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Cost of sale of the real estate is \$ (\$ X .10) and the fee of a Chapter 7 Trustee for the sale would be \$ (25% of the first \$5,000.00 of the sale price, 10% of the next \$45,000.00 of the sale price, 5% of any portion of the sale price between \$50,000.00 and \$1,000,000.00 of the sale price and 3% of any portion of the sale price over \$1,000,000.00.)

Total administrative costs if sold in Chapter 7 would be \$.

It is acknowledged that the proposed 100% payback is dependent upon the actual amounts of the Proofs of Claim and that amendments may be necessary to maintain the required 100% payback and such amendments will be done to maintain the required 100% payback to the unsecured creditors.

It is acknowledged that if/when the debtor secures employment, an amended plan will be filed including the new income.

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Signature	es:			
Dated:	November 10, 2016			
/s/ Elizab	eth Helen Cason		/s/ Steve C. Taylor	
Elizabeth	Helen Cason		Steve C. Taylor	
Debtor			Debtor's Attorney	
Exhibits:	Copy of Debtor(s)' B Matrix of Parties Ser	udget (Schedules I and J); ved with Plan		
I certify th Service Li		Certificate of Service_, I mailed a copy of the foregoing to	· -	terest on the attached
		/s/ Steve C. Taylor		
		Steve C. Taylor		_
		Signature		
		133 Mt. Pleasant Road Chesapeake, VA 23322		_
		Address		
		(757) 482-5705		_
		Telephone No.		

Ver. 09/17/09 [effective 12/01/09]

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Fill	in this information t	o identify your c	ase:										
Del	btor 1	Elizabeth He	elen Cason				.						
	btor 2 buse, if filing)						-						
Uni	ited States Bankrup	tcy Court for the	EASTERN DISTRICT	OF VIRGINIA			-						
Ca	se number 16-	73792						Check i	f this is:				
(If kı	nown)							☐ An a	amende	d filing			
_											ng postpeti following da		ter
<u>O</u>	fficial Form	<u> 1061</u>						MM	/ DD/ Y	YYY			
S	chedule I:	Your Inc	ome									1	12/15
atta	ch a separate she		r spouse is not filing wi On the top of any addition										
1.	Fill in your emplinformation.	oyment		Debtor 1				D	Debtor 2	or non-	filing spou	se	
	If you have more		Employment status	☐ Employe	☐ Employed			■ Employed					
	attach a separate information about employers.		Employment status	■ Not emp	loyed				☐ Not er	nployed			
			Occupation					<u>_</u>	olant op	erator			
	Include part-time, self-employed wo		Employer's name	-				<u>T</u>	LP Ma	nageme	ent Servic	es, LLC	;
	Occupation may i or homemaker, if		Employer's address								y, Ste. 310 202-4518)0	
			How long employed th	nere?					_2	2 yrs.			
Pa	rt 2: Give De	tails About Moi	nthly Income										
	imate monthly incouse unless you are		ate you file this form. If y	ou have nothi	ing to report f	or ar	ny lir	ne, write \$	0 in the	space. Ir	nclude your	non-filinç	9
	ou or your non-filing e space, attach a se		ore than one employer, co this form.	mbine the info	ormation for a	ll em	ploy	yers for tha	at perso	n on the	lines below	. If you ne	eed
								For Debto	or 1		ebtor 2 or ling spous	е	
2.			ry, and commissions (be calculate what the monthly			2.	\$_		0.00	\$	5,728.	95	
3.	Estimate and lis	t monthly overt	ime pay.		3	3. +	+\$_		0.00	+\$	0.	00	
4.	Calculate gross	Income. Add lin	ne 2 + line 3.		Δ	ı	\$	0	00	\$	5 728 95		

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Deb	tor 1	Elizabeth Helen Cason	-	(Case number (if known)	16-7	73792		
	Сор	y line 4 here	4.		For Debtor 1		r Debtor n-filing s 5,		
5.	List	all payroll deductions:							
	5a. 5b. 5c. 5d. 5e. 5f. 5g. 5h.	Tax, Medicare, and Social Security deductions Mandatory contributions for retirement plans Voluntary contributions for retirement plans Required repayments of retirement fund loans Insurance Domestic support obligations Union dues Other deductions. Specify:	5a 5b 5c 5d 5e 5f. 5g 5h). :. l.).	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	\$		0.00 171.88 0.00 383.05 0.00 0.00) 3) 5)
6.	Add	the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.		\$0.00	\$_	2,	,824.21	<u>l_</u>
7.	Cald	culate total monthly take-home pay. Subtract line 6 from line 4.	7.		\$0.00	\$_	2,	,904.74	<u>1</u>
8.	8a. 8b. 8c. 8d. 8e. 8f.	all other income regularly received: Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. Interest and dividends Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement. Unemployment compensation Social Security Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: Pension or retirement income Other monthly income. Specify: Imputed tax income rental income (beginning 1/2017)	8c 8d 8e 8f. 8f. 8g 8h). ;. I. j. i.+	\$ 475.00	\$		0.00 0.00 0.00 0.00 0.00 29.96 148.00 475.00	
9.	Add	l all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	9	\$ 475.00	\$_		652.9	96
10.		culate monthly income. Add line 7 + line 9. the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$_	475.00 + \$_	3,	557.70	= \$_	4,032.70
	Incluothe Do r Spe		depe	able	e to pay expenses list	ed in	11.	∍ J. +\$	0.00
12.		I the amount in the last column of line 10 to the amount in line 11. The rese that amount on the Summary of Schedules and Statistical Summary of Certailies					12.	\$	4,032.70
13.	Do y ■	you expect an increase or decrease within the year after you file this form No. Yes. Explain:	?					Combi month	ined ily income

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Fill	in this informat	tion to identify yo	our case:					
Deb	tor 1	Elizabeth He	elen Caso	on		Che	eck if this is:	
Dob	tor 2						An amended filing	
	ouse, if filing)							wing postpetition chapter fithe following date:
Unite	ed States Bankr	uptcy Court for the	: EASTE	RN DISTRICT OF VIRGIN	IA		MM / DD / YYYY	
Case	e number 16	5-73792						
(If kr	nown)							
Of	fficial Fo	rm 106J						
Sc	chedule	J: Your	Exper	nses				12/15
Be a	as complete a	and accurate as	possible.	. If two married people ar				
Part		ibe Your House	hold					
1.	Is this a join No. Go to							
	00	= .	in a separ	ate household?				
	□ No		•					
			st file Offici	al Form 106J-2, <i>Expenses</i>	for Separate House	ehold of Del	btor 2.	
2.	Do you have	e dependents?	■ No					
	Do not list De Debtor 2.	ebtor 1 and	☐ Yes.	Fill out this information for each dependent	Dependent's relat Debtor 1 or Debto		Dependent's age	Does dependent live with you?
	Do not state							□ No
	dependents i	names.					_	_ □ Yes □ No
								☐ Yes
								□ No
								☐ Yes
								□ No
3.	Do your exp	enses include	_					☐ Yes
0.	expenses of	f people other t d your depende	han $_{f \Box}$	No Yes				
Part		ate Your Ongoi						
exp				uptcy filing date unless y y is filed. If this is a supp				
Incl	ude expense	s paid for with	non-cash	government assistance i	f you know			
	value of sucr ficial Form 10		d have inc	cluded it on Schedule I: \	our Income		Your exp	penses
4.		r home owners		ses for your residence. In	nclude first mortgag	e 4.	\$	0.00
	If not includ	ed in line 4:						
	4a. Real e	state taxes				4a.	\$	53.58
		rty, homeowner's				4b.	·	102.92
				upkeep expenses		4c.	·	50.00
5.		owner's associa nortgage paym		oominium dues our residence, such as ho	me equity loans	4d. 5.	·	0.00 0.00

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Debtor 1 Elizabeth Hele	en Cason	Case num	ber (if known)	16-73792
6. Utilities:				
6a. Electricity, heat,	natural gas	6a.	\$	280.00
6b. Water, sewer, ga	rbage collection	6b.	\$	46.00
6c. Telephone, cell p	phone, Internet, satellite, and cable services	6c.	\$	0.00
6d. Other. Specify:	Bundle-cable/internet	6d.	\$	149.00
cell phones			\$	49.00
oil			\$	100.00
Food and housekeepi	ng supplies		\$	350.00
Childcare and children's education costs		8.	\$	0.00
Clothing, laundry, and	d dry cleaning	9.	\$	50.00
. Personal care produc	ts and services	10.	\$	50.00
. Medical and dental ex	penses	11.	\$	80.00
Transportation. Include	e gas, maintenance, bus or train fare.	40	•	200.00
Do not include car payr		12.		200.00
	recreation, newspapers, magazines, and books	13.	\$	0.00
	ns and religious donations	14.	\$	73.00
. Insurance.	and deducted forms are some and the first first of the control of			
	ce deducted from your pay or included in lines 4 or 20.	45-	¢	0.00
15a. Life insurance		15a.		0.00
15b. Health insurance		15b.	·	0.00
15c. Vehicle insuranc		15c.		203.92
15d. Other insurance.	' '	15d.	\$	0.00
	axes deducted from your pay or included in lines 4 or 20.	40	¢	F0 00
	ctions, personal property taxes	16.	>	50.00
Specify: property ta			\$	18.00
. Installment or lease p		170	¢.	454.24
17a. Car payments fo		17a.		154.31
17b. Car payments fo	r venicle 2	17b.	·	0.00
17c. Other. Specify:		17c.		0.00
17d. Other. Specify:	nony maintanana and aumout that you did not report of	17d.	Ф	0.00
	nony, maintenance, and support that you did not report as ay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).		\$	0.00
	nake to support others who do not live with you.		\$	0.00
Specify:	nake to support others who do not live with you.	19.	Ψ	0.00
. ,	penses not included in lines 4 or 5 of this form or on Sch		our Income.	
20a. Mortgages on otl		20a.		931.13
20b. Real estate taxes	• • •	20b.		122.00
	wner's, or renter's insurance	20c.		85.96
•	pair, and upkeep expenses	20d.	·	0.00
	sociation or condominium dues	20e.		0.00
	sband's electric bill	21.		236.00
Husband's telepho			+\$	50.00
			+\$	
Husband's upkeep Husband's transpo			+\$	100.00
nuspanu's transpo	Itation		-φ	100.00
. Calculate your month	ly expenses			
22a. Add lines 4 throug			\$	3,684.82
22b. Copy line 22 (mor	thly expenses for Debtor 2), if any, from Official Form 106J-2		\$, , , , , , , , , , , , , , , , , , ,
• • • • • • • • • • • • • • • • • • • •	22b. The result is your monthly expenses.		\$	3,684.82
				3,007.02
Calculate your month				
	ur combined monthly income) from Schedule I.	23a.	· -	4,032.70
23b. Copy your month	nly expenses from line 22c above.	23b.	-\$	3,684.82
	onthly expenses from your monthly income.	00-	œ.	347.88
The result is you	r monthly net income.	23c.	\$	341.00
For example, do you expe modification to the terms of	rease or decrease in your expenses within the year after yet to finish paying for your car loan within the year or do you expect you f your mortgage?			ease or decrease because c
■ No.				
□ Yes Expla	in here:			

Ally P.O. Box 9001951 Louisville, KY 40290-1951

AMCA 4 Westchester Place, Ste 110 Elmsford, NY 10523

Bayview P.O. Box 7068 Portsmouth, VA 23707

Brunswick County Revenue Dept POB 580335 Charlotte, NC 28258-0035

Capital One P.O. Box 71083 Charlotte, NC 28272

David Dickerson & Associates 115 S. Lynnhaven Rd, Suite 100 Virginia Beach, VA 23452

Edward D. Cason 353 Woodleigh Road Knotts Island, NC 27950-9698

Samuel I White, PC 5040 Corporate Woods Drive Suite 120 Virginia Beach, VA 23462

Stern Recovery P.O. Box 14899 Greensboro, NC 27415

Wells Fargo P.O. Box 5169 Sioux Falls, SD 57117